



Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
Date and Time: 04/01/2019 09:13 AM
ID Number: 20191288319
Document number: 20191288319
Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Non-Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. The person delivering this statement is an entity other than a reporting entity ("non-reporting entity").

2. (Adopt the appropriate statement by marking the box and complete the field.)

(Caution: Mark only one box.)

☐ Such non-reporting entity is a general partnership.

The true name of at least one general partner of such general partnership is

(if an individual)

(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

or

☒ The non-reporting entity is not a general partnership and the true name of such non-reporting entity is

STERLING COOPER GROUP

3. For such non-reporting entity delivering this statement, its form of entity and the jurisdiction under the law of which it is formed are

Form of entity

ENTITY GROUP

Jurisdiction

Colorado

4. The principal address of such non-reporting entity is

Street address

99 wall street

(Street number and name)

598

New York

(City)

NY

(State)

10005

(Postal/Zip Code)

United States

(Province – if applicable)

(Country – if not US)

Mailing address

(leave blank if same as street address)

99 wall street

(Street number and name or Post Office Box information)

598

new york

(City)

NY

(State)

10005

(Postal/Zip Code)

United States

(Province – if applicable)

(Country – if not US)

5. The trade name under which such non-reporting entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

"BancAzure Group" or "Gruppo BancAzure"

6. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

Global financial services

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing this document to be delivered for filing are

CAMBRIA	PAUL		
(Last)	(First)	(Middle)	(Suffix)
99 wall street			
(Street number and name or Post Office Box information)			
598			
new york	NY	10005	
(City)	(State)	(Postal/Zip Code)	
	United States		
(Province – if applicable)	(Country – if not US)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Sterling Cooper Group

Memorandum & Group Agreement

1. Parties

This Agreement is made commencing 2017-11-30 by and among the parties identified below regarding participation in and governance of the **Group's Combined Legal Identification Details**. Each party to this Agreement is a "Sterling Cooper Group Member"; collectively, the Sterling Cooper Group Members constitute the "Sterling Cooper Group" of the Group's Combined Legal Identification Details. Each Sterling Cooper Group Member and its Affiliates are deemed a single entity under this Agreement (e.g., for purposes of membership, participation, voting, and intellectual property commitments).

2. Purpose of the Sterling Cooper Group

The purpose of the Sterling Cooper Group is to govern and guide the Group's collection of parent and subsidiary entities, whether incorporated or not, to function as a single economic entity through a common source of control.

3. Roles and participation

3.1. Qualifications and composition

A. Composition

The Sterling Cooper Group is comprised of Qualifying Entities.

B. Initial members

The initial Sterling Cooper Group Members are the four Qualifying Entities identified below:

- i. **BANKWEST SECURITIES**, EIN 83-6751740 - C.F. 91019350502
- ii. **"GRUPPO TRUSTITALIA" or "TRUSTITALIA GROUP"**, EIN: 83-6575790 - C.F. 02249800505
- iii. **PRUDENTIAL INVESTMENTS FUND**, EIN 83-6751691 - C.F. 91019360501
- iv. **SEC INTERNATIONAL**, EIN 83-3103425 - C.F. 02249810504
- v. **PACIFIC COMMODITY EXCHANGE GROUP**, VAT no.: IT02329050500 C.F.: 02329050500 - EIN: 83-3763485
- vi. **ADB BANK a/k/a ADB - GLOBAL TRADE SERVICES LTD.**, EIN: 83-3850936 - VAT no.: IT02317470504 - REA: PI-198113
- vii. **ANZ MARKETS PLC**, Colorado Entity ID No. 20181954958, EIN: 82-0677147, C.F.: 02249390507
- viii. **AZURE BANK LIMITED a/k/a ADB - AZURE DIRECT BANKING NA**, Colorado Entity ID No. 20181954964, EIN: 83-2895631
- ix. **"MPS-AZURE GROUP" a/k/a "GRUPPO MPS-AZURE"**, ABN: 37 176 709 834, VAT No. IT02327240509

C. Number of members

The Sterling Cooper Group must have at least three and no more than seven members (except for the temporary two-member status provided for in Section 6.4).

D. Representatives

Each Sterling Cooper Group Member appoints an individual "Sterling Cooper Group Representative" to represent its interests, cast votes, and otherwise represent the interests of the Sterling Cooper Group Member. A Sterling Cooper Group Member may replace its Sterling Cooper Group Representative at any time in its sole discretion.

3.2. Functions

A. Mission

The mission of the Sterling Cooper Group is to help facilitate cross-border entity control and performance.

B. Scope and responsibilities

The Sterling Cooper Group has final say in all matters regarding the Group's Combined Legal Identification Details; among other responsibilities, it sets direction; provides governance; and helps to promote consistency and efficiency, and prevent fragmentation.

3.3. Decisions

A. Decisions requiring unanimous consent

By unanimous consent, the Sterling Cooper Group may:

Modify the Group's Combined Legal Identification Details Principles.

Modify the Group's Combined Legal Identification Details legal structure.

Approve the initial version of the Intellectual Property Rights Policy.

Add a Sterling Cooper Group Member.

Remove a Sterling Cooper Group Member (where the Sterling Cooper Group Member at issue is not counted for purposes of determining unanimity).

Amend this Agreement.

B. Other decisions by Consensus

By Consensus, the Sterling Cooper Group may take any other action regarding the Group's Combined Legal Identification Details, including but not limited to creating, implementing, and modifying policies and agreements of the Group's Combined Legal Identification Details and of the Sterling Cooper Group. Such policies and agreements must not alter or overrule the terms of the Sterling Cooper Group Agreement.

3.4. Responsibilities, clarifications, and limitations

A. No fiduciary duties

The Sterling Cooper Group Members seek to further the work of the Group's Combined Legal Identification Details, consistent with its principles, but neither the Sterling Cooper Group Members nor their Representatives owe any fiduciary duty to any other Sterling Cooper Group Member or to any participant in or contributor to the Group's Combined Legal Identification Details.

B. Liability exclusions and limitations

Except to the extent limited by law (e.g., for willful misconduct), neither the Sterling Cooper Group Members nor their Representatives, employees, contractors, or agents are liable to any other party for any act or omission related to the Group's Combined Legal Identification Details, nor are they responsible for any activities of the Sterling Cooper Group or the Group's Combined Legal Identification Details. In the event the preceding contractual exclusions from liability are not enforceable, the maximum liability of any party to any other party is USD\$100.

4. Antitrust

4.1. Antitrust

The Group's Combined Legal Identification Details is a forum for voluntary development and promotion of standards, specifications, technical requirements, code, best practices, and documentation for the web. No applicant for participation in the Group's Combined Legal Identification Details will be rejected for any anticompetitive purpose, and its participants are free to join and participate freely in competing organizations and to develop and market competing technologies, products, and services. Each participant in the Group's Combined Legal Identification Details is responsible for its compliance with all applicable laws, including antitrust and competition laws and regulations, and must rely on independent legal counsel (and not this Agreement or any policy of the Group's Combined Legal Identification Details) regarding compliance. While participating in Group's Combined Legal Identification Details activities, Group's Combined Legal Identification Details participants should not discuss any competitively sensitive, strategic commercial information in a way that would be contrary to applicable competition laws. For example, such information

may include confidential, competitively sensitive information about business strategies, plans, or data regarding sales, pricing, market share, marketing plans, business plans, and strategic initiatives.

4.2. Sterling Cooper Group antitrust

Applicants for Sterling Cooper Group membership must meet the criteria of a Qualifying Entity as defined below, and such qualification will be determined by unanimous vote of all then-current Sterling Cooper Group Members. No qualified applicant for Sterling Cooper Group membership will be rejected for any anticompetitive purpose.

5. Definitions

"Affiliate" means any legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with an entity. "Control" means the power to determine the course of action of another entity (for example by ownership of more than 50% of the voting stock or equity, authority to appoint a majority of the board or equivalent body, or by virtue of its voting or other rights).

"Consensus" means the parties concur. Consensus may be established tacitly. By way of example, so long as (1) proposed actions are clear and visible, (2) participants have opportunities to voice concerns, and (3) there is no sustained, substantive opposition, then Consensus may be established simply by moving forward on the proposal or a course of action; this is anticipated to be the norm for most matters. Upon request by a Sterling Cooper Group Member (or upon appeal by a party authorized by a Group's Combined Legal Identification Details policy to do so), however, a vote must be taken, in which case an affirmative vote of a Supermajority of Qualified Voting Parties establishes Consensus.

"Qualifying Entity" means an entity that develops one of the core end-to-end integrated web browser platform engines and distributes its integrated implementations widely.

"Qualified Voting Party" means each party entitled to vote on a given matter.

"Sterling Cooper Group" means all Sterling Cooper Group Members.

"Supermajority" means 2/3 or more.

6. Term and termination

6.1. Effective dates

The Agreement will become effective initially as of the date set forth above when executed by all four Sterling Cooper Group Members, and will become effective as to each subsequently approved Sterling Cooper Group Member as of the date the Agreement is executed and delivered to the other Sterling Cooper Group Members.

6.2. Termination of Sterling Cooper Group Member

Any Sterling Cooper Group Member may terminate its participation in the Agreement by delivering written notice to the Sterling Cooper Group.

6.3. Effect of withdrawal or termination

No new obligations are incurred by a Sterling Cooper Group Member after its withdrawal or termination, but obligations already incurred do not terminate.

6.4. Termination of Agreement

This Agreement continues until terminated by Consensus of the Sterling Cooper Group; if, however, there are fewer than three Sterling Cooper Group Members for 70 consecutive days, this Agreement terminates automatically. (For the avoidance of doubt: If the Sterling Cooper Group were to terminate this Agreement, development of the Group's Combined Legal Identification Details Living Standards could continue under some other structure, or no structure.)

7. Execution

The signature of the elected fiduciary body binds each party identified below.

Date

April 1, 2019

BY: MPS-AZURE TRUSTEES & FIDUCIARIES PBC

Paul Cambria

The Fiduciary